

BEFORE  
THE PUBLIC SERVICE COMMISSION OF  
SOUTH CAROLINA  
DOCKET NO. 2019-189-WS - ORDER NO. 2019-777  
NOVEMBER 27, 2019

|  |   |                     |
|--|---|---------------------|
| IN RE: Application of JACABB Utilities, LLC to | ) | ORDER GRANTING      |
| Request to Establish Sewer Pass-Through        | ) | APPLICATION TO      |
| Rates for JACABB Utilities, LLC and            | ) | ESTABLISH SEWER     |
| Approval of a Water System and Sanitary        | ) | PASS-THROUGH RATES, |
| Sewerage Asset Purchase Agreement with         | ) | APPROVING ASSET     |
| Triangle Real Estate to Serve Rosewood at      | ) | PURCHASE            |
| Clemson Development in the City of             | ) | AGREEMENT, AND      |
| Clemson, South Carolina                        | ) | ADOPTING            |
|  | ) | STIPULATION         |

Pursuant to S.C. Code Ann. Regs. 103-503, 103-704 and 103-743, this matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of JACABB Utilities, LLC (“JACABB” or “Applicant”) in which the Applicant seeks to establish a sewer pass-through rate, applies for an expansion of its authorized water service area to include certain portions of the City of Clemson, Pickens County, South Carolina, requests approval of a pass-through charge for sewer and stormwater fees, and requests approval of the Water System and Sanitary Sewerage Asset Purchase Agreement with Triangle Real Estate.

The Commission received no objections to the Application or motions to intervene in this docket. Additionally, on or about October 22, 2019, the Applicant and the Office of Regulatory Staff (“Stipulating Parties”) entered a Stipulation (Order Exhibit 1) which, if approved by the Commission, would resolve all issues presented in this docket. The

Stipulating Parties represented to the Commission that they had discussed the issues presented in this case and determined that the Stipulating Parties' interests and the public interest would be best served by resolving all issues pending in accordance with the terms and conditions contained in the Stipulation. For these reasons, and because there are no current customers in the Rosewood at Clemson Development, which is still under construction and not yet occupied by tenants, the Commission waives the hearing in this matter.

Applicant does not have on file an approved sewer pass-through rate and charge for sewer service; Applicant therefore requests the Commission approve the Proposed Schedule of Rates and Charges detailed in Exhibit "A" attached to JACAAB's Application. (Order Exhibit 2). Applicant's request to establish sewer pass-through rates and charges does not require a determination of the entire rate structure and overall rate of return for the Applicant.

The sewer system area for which the sewer pass-through rates are requested (the "Proposed Service Area") is in the City of Clemson, Pickens County, South Carolina and will include multi-family apartments in the Rosewood at Clemson Development (the "Development"). The sewer system will consist of 8" sewer collection mains and manholes with a sewer pump station that will discharge to the City of Clemson's sewer system for treatment. The City of Clemson has approved JACABB owning this collection system serving the Development.

The water service area for which expansion is sought (the "Proposed Service Area") is in the City of Clemson, Pickens County, South Carolina and will include multifamily

apartments in the Rosewood at Clemson Development owned by Triangle Real Estate. City of Clemson is the water provider that serves the Proposed Service Area and has agreed to serve this Development by means of master meters. Applicant requests that it be allowed to provide water service in the Proposed Service Area pursuant to the rates and charges set forth in its existing monthly rate schedule as approved under Order No. 2008-697, Order Exhibit 2, in Docket No. 2008-173-W.

The Proposed Service Area will include 142 sewer customers and 166 water customers. The Applicant also seeks approval of an agreement between Applicant and Triangle Real Estate (“Developer”) dated June 25, 2019 (“Agreement”) (Exhibit B to the Application), a copy of which is attached hereto and incorporated herein by reference as Order Exhibit 3. The Agreement is conditioned upon approval of the Application by this Commission and permit approval by the South Carolina Department of Health and Environmental Control (SCDHEC).

The Developer, pursuant to the Asset Purchase Agreement, agrees to pay for all taxes charged under the Federal Tax Cuts and Jobs Act, specifically Section 13312(b). The customers and/or tenants will not be charged for any of these taxes; therefore, the amount is not included in the Applicant’s rate base for ratemaking purposes.

The Development currently has two buildings, Building 100 and Building 200. Building 100 is served by gravity sewer to the City of Clemson (the “City”) which will continue to be served by the City. Building 200 is also currently being served by the City via a building owner pump station. With the construction of the new buildings and the sewer pump station, the sewer for Building 200 will be moved from the building owner’s

pump station over to the new pump station that will be owned and operated by the Applicant. Therefore, sewer service for existing Building 100 in the Development is provided by City of Clemson and will be billed with the invoice for the water master meter service. The Applicant is not responsible for the sewer service for Building 100; however, Applicant will be responsible for calculating, billing and collecting payment from the individual customers for this service. The Applicant has requested the charges for sewer service for Building 100 be approved as a pass-through charge. The Applicant has requested approval to disconnect water service for non-payment of these pass-through charges.

The City of Clemson charges each unit/apartment a flat stormwater fee. These fees are billed with the invoice for the water master meter service. The Applicant is not responsible for the stormwater service; however, Applicant will be responsible for billing and collecting payment from the individual customers for this service. The Applicant has requested the charges for stormwater be approved as a pass-through charge. The Applicant has requested approval to disconnect water service for non-payment of these pass-through charges.

Applicant further requested approval of a monthly administration billing fee of \$3.00 to each customer in Building 100 for the purpose of calculating, collection and processing the sewer charges and an administration billing fee of \$1.50 to each customer in the Development for collection and processing the stormwater flat fees that will be billed to the Applicant from the City of Clemson. This is an administrative billing fee for

accommodating the City of Clemson in billing each individual customer in Building 100 for its sewer charges and all customers for the stormwater fees.

Pursuant to Regulations 103-532.2 and 103-732.3, late payment charges can be charged for water and sewer bills not paid within 25 days of the billing date. In addition, Applicant requests late payment charges of one and one-half percent (1½%) be approved for stormwater and administrative billing fees not paid within 25 days of the billing date.

Applicant requested that the Commission approve the following:

1. The Proposed Schedule of Rates and Charges attached to the Application as Exhibit A, for the sewer pass-through rates;
2. The June 25, 2019 Asset Purchase Agreement attached to the Application as Exhibit B;
3. The expansion of the water service and sewerage territory for JACABB Utilities, LLC;
4. The pass-through charges for sewer for Building 100 from the City of Clemson;
5. The pass-through charges for stormwater fees from City of Clemson and the monthly administrative billing fees; and
6. The waiver of S.C. Code Ann. Regs. 103-735 and 103-736 to the extent necessary to allow disconnection of water service for non-payment of the sewer pass-through charges, and, the late payment charges for stormwater and administrative billing fees.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Under S.C. Code Ann. Regs. 103-503, we find that the Proposed Schedule of Rates and Charges, representing the sewer pass-through rates charged by the City of Clemson are just and reasonable and should be approved;

2. Under S.C. Code Ann. Regs. 103-704, we find and conclude that the public convenience and necessity supports JACABB's extension of service into the Rosewood at Clemson Development as contemplated by the Water System and Sanitary Sewerage Asset Purchase Agreement with Triangle Real Estate.

3. Under S.C. Code Ann. Regs. 103-743, we further find and conclude that JACABB is fit, willing, and able to provide the water service in the Rosewood at Clemson Development that is associated with the Water System and Sanitary Sewerage Asset Purchase Agreement.

4. The Commission finds the Stipulation, and the terms and conditions contained within, to be fair, reasonable, and in the public interest.

IT IS THEREFORE ORDERED:

1. The Water System and Sanitary Sewerage Asset Purchase Agreement with Triangle Real Estate (Order Exhibit 3) to provide water service in the Rosewood at Clemson Development is approved;

2. The expansion of the Applicant's water service territory to include the entirety of the Proposed Service Areas in accordance with the terms and conditions of the asset purchase agreement are approved, and the terms, conditions, rates and charges approved by the Commission for Applicant's currently authorized water service territory

and in effect from time to time, and as provided for in the Asset Purchase Agreement, apply to the provision of water service in the Proposed Service Area;

3. The Proposed Schedule of Rates and Charges (Order Exhibit 2) reflecting the sewer pass-through rates charged by the City of Clemson, is approved;


4. The pass-through service charges and the administrative charge for the service of billing customers in Building 100 for the City of Clemson are approved;

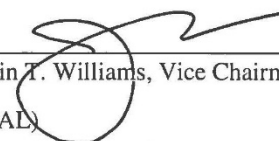
5. The pass-through charges for billing stormwater fees for the City of Clemson and the monthly administrative billing fees are approved;

6. S.C. Code Ann. Regs. 103-735 and 103-736 are waived to the extent necessary to authorize JACABB to disconnect water service for non-payment of the sewer pass-through charges and/or administrative charges; and

7. The Stipulation (Order Exhibit 1) is found to be a fair and reasonable resolution of the issues in this case and to be in the public interest and is hereby adopted and approved.

BY ORDER OF THE COMMISSION:

  
Comer H. Randall, Chairman

  
Justin T. Williams, Vice Chairman  
(SEAL)

**BEFORE**  
**THE PUBLIC SERVICE COMMISSION OF**  
**SOUTH CAROLINA**  
**DOCKET NO. 2019-189-WS**

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|        | Request to Establish Sewer Pass-Through   | ) |                    |
|        | Rates for JACABB Utilities, LLC and       | ) |                    |
|        | Approval of a Water System and Sanitary   | ) | <b>STIPULATION</b> |
|        | Sewerage Asset Purchase Agreement with    | ) |                    |
|        | Triangle Real Estate to Serve Rosewood at | ) |                    |
|        | Clemson Development                       | ) |                    |

This Stipulation is made by and between the South Carolina Office of Regulatory Staff (“ORS”) and JACABB Utilities, LLC (“JACABB” or the “Company”) (collectively referred to as the “Parties” or sometimes individually as “Party”).

WHEREAS, on July 5, 2019, the Company filed an Application to Establish Sewer Pass-Through Rates and for Approval of a Water System and Sanitary Sewerage Asset Purchase Agreement (the “Application”);

WHEREAS, the above-captioned proceeding has been established by the Public Service Commission of South Carolina (the “Commission”) pursuant to the procedure established in S.C. Code Ann. § 58-5-210 (Supp. 2018) and S.C. Code Regs. 103-704, 103-743, and 103-503 (2012), and the Parties to this Stipulation are the only parties of record in the above-captioned docket;

WHEREAS, JACABB is a public utility currently authorized to operate water and wastewater systems under the jurisdiction of the Commission in several counties in South Carolina, to include Pickens County;

WHEREAS, the Application seeks approval for a sewer pass-through rate and charge for sewer service and an expansion for water service to serve the Rosewood at Clemson Development (“Development”) owned by Triangle Real Estate (“Developer”) and located in Pickens County, ;

WHEREAS, the Application seeks approval of pass-through charges for billing the stormwater fees for the City of Clemson and for the monthly administrative fees;

WHEREAS, the Application seeks approval to disconnect water service for non-payment of any of the charges, including the pass-through charges;

WHEREAS, the Application seeks approval of the Asset Purchase Agreement entered into between Applicant and Developer dated June 25, 2019 and attached to the Application as Exhibit B;

WHEREAS, the proposed service area will include 142 sewer and 166 water residential customers;

WHEREAS, JACABB was granted a temporary waiver<sup>1</sup> of S.C. Code Ann. Regs. 103-512.4 and 103-712.4;

WHEREAS, water supply and sewer treatment services will be provided by the City of Clemson;

WHEREAS, ORS is charged by law with the duty to represent the public interest of South Carolina pursuant to S.C. Code § 58-4-10(B) (Supp. 2018);

WHEREAS, ORS conducted an examination of the books and records of the Company relative to the matters raised in the Application and has conducted a site visit;

WHEREAS, the Parties engaged in discussions to determine if a stipulation would be in their best interests and, in the case of ORS, in the public interest; and,

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<sup>1</sup> See Order No. 2019-651.

WHEREAS, following those discussions, the Parties determined that their interests, and ORS determined that the public interest, would be best served by stipulating to an agreement regarding issues pending in the above-captioned case under the terms and conditions set forth herein;

**A. OVERVIEW**

1. JACABB specifically requests approval of the following in this Docket:
  - i. Approval of the Asset Purchase Agreement dated June 25, 2019, and attached to the Application as Exhibit B, between JACABB and Developer which, upon completion of the sewer system, transfers the ownership of the sewer system from Developer to JACABB;
  - ii. Approval of the proposed rates and charges and the sewer pass-through rates;
  - iii. Approval of the expansion of the water service and sewerage territory for JACABB to serve the Development;
  - iv. Approval of the pass-through serve charges and an administrative charge for the service of billing for the City of Clemson for Building 100;
  - v. Approval of the pass-through charges for billing stormwater fees for the City of Clemson and the monthly administrative billing fees; and
  - vi. Approval to disconnect water service for non-payment of the sewer pass-through charges and/or administrative charges.

Regarding the Asset Purchase Agreement, the Development's water distribution and sewer collection systems are currently under construction by Developer. The Asset Purchase Agreement, if approved by this Commission, transfers the ownership of the water distribution and sewer collection systems to serve the Development to JACABB. Under

the Asset Purchase Agreement, Developer agrees to pay for all taxes charged under the Federal Tax Cuts and Jobs Act, specifically Section 13312(b).

**B. STIPULATION OF TESTIMONY AND WAIVER OF CROSS-EXAMINATION**

2. The Parties agree to stipulate into the record before the Commission the pre-filed testimony and exhibits (collectively, the “Stipulated Testimony”) of the following witnesses without objection, change, amendment, or cross-examination with the exception of changes comparable to those that would be presented via an errata sheet or through a witness noting a correction consistent with this Stipulation. The Parties also reserve the right to engage in redirect examination of witnesses as necessary to respond to issues raised by the examination of their witnesses, if any, by the Commission or by any late-filed testimony.

JACABB witness:

1. Stephen R. Goldie

ORS witness:

1. Dawn M. Hipp

3. The Parties agree to offer no other evidence in the proceeding other than the stipulated testimony and exhibits and this Stipulation unless the additional evidence is to support the Stipulation, consists of changes comparable to that which would be presented via an errata sheet or through a witness noting a correction or clarification, consists of a witness adopting the testimony of another if permitted by the Commission, or is responsive to issues raised by examination of the Parties’ witnesses by Commissioners or by late-filed testimony. The Parties agree that nothing herein will preclude each party from advancing its respective positions in the event that the Commission does not approve the Stipulation.

4. The Parties hereby stipulate to the following terms, which if adopted by the Commission in its Order on the merits of this proceeding, will result in rates and terms and

conditions of sewer service which are adequate, just, reasonable, nondiscriminatory, and supported by the evidence of record of this proceeding.

**C. STIPULATION TERMS AND CONDITIONS**

5. The Parties stipulate and agree JACABB must keep and maintain its performance bonds in the amount of \$350,000 for sewer service and \$275,000 for water service, which are currently on file with the Commission;

6. The Parties stipulate and agree that JACABB will charge customers for water service according to its existing monthly rate schedule which was approved by the Commission in Order No. 2008-697, Exhibit 2;

7. The Parties stipulate and agree JACABB will charge each customer residing in Building 100 of the Development an Administrative Fee of \$3.00 per month plus the customer's pro-rata share of the City of Clemson sewer treatment charge.

8. The Parties stipulate and agree JACABB will charge each customer residing in Buildings 200 through 600 of the Development a basic facilities charge per single family equivalent and pass-through, on a pro-rata basis, the sewer treatment charges from the City of Clemson in accordance with the rates and charges outlined in Exhibit A to the Application;

9. The Parties stipulate and agree JACABB will charge all customers in the Development an administrative billing fee of \$1.50 per month plus the customer's pro-rata share for the collection and processing of stormwater flat fees from the City of Clemson.

10. The Parties stipulate and agree JACABB's proposed monthly rates and charges are just and reasonable;

11. The Parties stipulate and agree the terms set forth in JACABB's schedule for water and sewer service are just and reasonable;

12. The Company requests, and ORS does not object to, a waiver of S.C. Code Regs. 103-735 and 103-736, only to the extent necessary to provide JACABB the ability to disconnect water service for non-payment of sewer, stormwater, administrative fees, and/or sanitation services.

13. ORS does not object to the Asset Purchase Agreement.

14. The Parties stipulate and agree JACABB shall comply with S.C. Code Ann. Regs. 103-512.4 and 103-712.4 and file with the Commission the statement of the professional engineer that the system was built and installed according to plans and the final letter of approval from South Carolina Department of Health and Environmental Control (“DHEC”).

15. The Parties stipulate and agree JACABB shall file a general rate case for all service areas no later than June 1, 2021 to allow for the benefits of the 2017 Tax Cuts and Jobs Act to be provided to customers.

#### **D. OTHER STIPULATION TERMS AND CONDITIONS**

16. The Parties agree that this Stipulation is reasonable, is in the public interest, and is in accordance with law and regulatory policy. This Stipulation in no way constitutes a waiver or acceptance of the position of either of the Parties in any future proceeding. This Stipulation does not establish any precedent with respect to the issues resolved herein and in no way precludes any Party herein from advocating an alternative position in any future proceeding.

17. The Parties agree to cooperate in good faith with one another in recommending and advocating to the Commission that this Stipulation be accepted and approved by the Commission in its entirety as a fair and reasonable resolution of certain issues currently pending in the above-captioned proceeding and detailed here-in, and to take no action inconsistent with its adoption by

the Commission. The Parties agree to use their best efforts to defend and support any Commission order issued approving this Stipulation and the terms and conditions contained herein.

18. The Parties agree that signing this Stipulation (a) will not constrain, inhibit, impair, or prejudice their arguments or positions held in future or collateral proceedings; (b) will not constitute a precedent or evidence of acceptable practice in future proceedings; and (c) will not limit the relief, rates, recovery, or rates of return that any Party may seek or advocate in any future proceeding. If the Commission declines to approve this Stipulation in its entirety, then any Party may withdraw from the Stipulation without penalty or obligation.

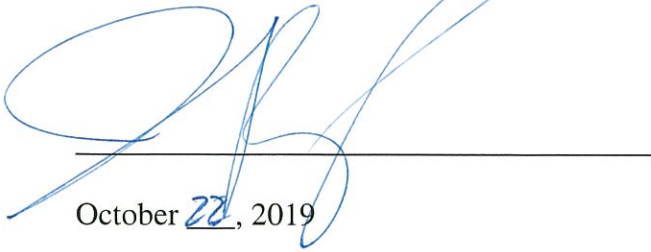
19. This Stipulation shall be interpreted according to South Carolina law.

20. The Parties represent that the terms of this Stipulation are based upon full and accurate information known as of the date this Stipulation is executed. If, after execution, either Party is made aware of information that conflicts, nullifies, or is otherwise materially different than that information upon which this Stipulation is based, either Party may withdraw from the Stipulation with written notice to the other Party.

21. The above terms and conditions fully represent the agreement of the Parties hereto. Therefore, each Party acknowledges its consent and agreement to this Stipulation, by affixing its signature or by authorizing its counsel to affix his or her signature to this document where indicated below. Counsel's signature represents his or her representation that his or her client has authorized the execution of the agreement. Facsimile signatures and e-mail signatures shall be as effective as original signatures to bind any Party. This document may be signed in counterparts, with the various signature pages combined with the body of the document constituting an original and provable copy of this Stipulation.

**[PARTY SIGNATURES TO FOLLOW ON SEPARATE PAGES]**

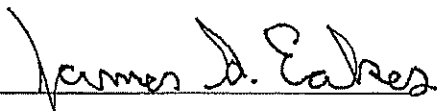
**Representing the South Carolina Office of Regulatory Staff**



October 22, 2019

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Alexander W. Knowles, Esquire  
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Columbia, SC 29201  
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**Representing JACABB Utilities, LLC**

  
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October 22, 2019

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Allen & Eakes  
Post Office Box 1405  
Anderson, SC 29622  
Phone: (864)224-1681  
E-Mail: [stveakes@bellsouth.net](mailto:stveakes@bellsouth.net)

**EXHIBIT A**

**JACABB UTILITIES, LLC**

**PROPOSED SCHEDULE OF RATES AND CHARGES**

**1. Sewer Collection Only**

Where sewer is treated by a government body or agency or other entity the following rates apply:

**A. Residential**

**I. Basic Facilities Charge (BFC) per single family**

House, condominium, mobile home or apartment unit                      \$12.25 per unit \*

\* Residential customers with water meters of 1" or larger will be charged commercial rate.

**B. Commercial**

**II. Basic Facilities Charge by water meter size:**

1" meter \$25.31

1.5" meter \$46.72

2" meter \$72.04

3" meter \$142.57

- C. Any charges imposed or charged by any government body or agency, or other entity providing the wastewater treatment will be charged to the Utility's affected customers on a pro rata basis without markup. Where a Utility is required by regulatory authority with jurisdiction over the Utility to interconnect to the wastewater system of a government body or agency or other entity and tap/connection/impact fees are imposed by that entity, such tap/connection/impact fees will also be charged to the Utility's affected customers on a pro rata basis, without markup. In the event that a rate increase of wastewater treatment occurs, the Utility shall provide notice in the form of written documentation to the commission. The notice shall include written justification from the government body or agency, or other entity providing the water supply documenting the increase amount to be passed-through to affected customers. The Utility will also be required to provide written notice of such an increase to its affected customers.**

Commercial customers are those not included in the residential category above and include, but are not limited to hotels, stores, restaurants, offices, industry, etc.

The Utility will, for the convenience of the owner, bill a tenant or the Home Owners Association in a multi-unit building, consisting of four or more residential units, which is served by a master water meter or a single water connection. However, in such cases all arrearages must be satisfied before service will be provided to a new tenant or before interrupted service will be restored. Failure of an owner to pay for services rendered to a tenant in these circumstances may result in service interruptions.

2. Billing Cycle

Charges will be billed monthly in arrears.

3. Extension of Utility Service Lines and Mains

The Utility shall have no obligation at its expense to extend its utility service lines or mains in order to permit any customer to connect to its system. However, anyone or any entity which is willing to pay all costs associated with extending an appropriately sized and constructed main or utility service line from his/her/its premises to any appropriate connection point, to pay the appropriate fees and charges set forth in this rate schedule, and comply with the guidelines and standards hereof, shall not be denied service, unless wastewater treatment capacity is unavailable or unless the South Carolina Department of Health and Environmental Control or other government entity has restricted the Utility from adding for any reason additional customers to the serving sewer system. In no event will the Utility be required to construct additional sewer capacity to serve any customer or entity without an agreement acceptable to the Utility first having been reached for payment of all costs associated with adding sewer capacity to the affected sewer system.

Order Exhibit 3  
Docket No. 2019-189-WS  
Order No. 2019-777  
November 27, 2019  
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## **EXHIBIT “B”**

### **Water System and Sanitary Sewerage Asset Purchase Agreement**

|                         |   |                   |
|-------------------------|---|-------------------|
| STATE OF SOUTH CAROLINA | ) | WATER SYSTEM AND  |
|                         | ) | SANITARY SEWERAGE |
|                         | ) | ASSET PURCHASE    |
| COUNTY OF PICKENS       | ) | AGREEMENT         |

THIS WATER SYSTEM AND SANITARY SEWERAGE ASSET PURCHASE AGREEMENT (hereinafter the "Agreement") is made and entered into this 25<sup>th</sup> day of June, 2019, by and between Triangle Real Estate of Gastonia, Inc., a North Carolina corporation, hereinafter referred to as "Developer", and JACABB Utilities, LLC, a South Carolina limited liability company, hereinafter referred to as "Utility".

#### **RECITALS**

WHEREAS, Developer is the owner of or duly authorized to act on behalf of the owners of certain real estate for the Rosewood at Clemson Development (the "Development" or "Property") in City of Clemson, Pickens County, South Carolina.

WHEREAS Developer desires to develop said property which will contain residential units when completed; and,

WHEREAS, Utility is a public utility engaged in the business of furnishing water and sewer services to the public in its designated areas located in South Carolina and subjected to Section 58-5-210 of the Code of Laws of S.C., 1976 which provides: "That the Public Service Commission , is hereby, to the extent granted, vested with power and jurisdiction to supervise and regulate the rates and service of every public utility in this State, together with the power, after hearing, to ascertain and fix such just and reasonable standards, classifications, regulations, practices, and measurements of service to be furnished, imposed, observed and followed by every public utility in this State, and the State hereby asserts its rights to regulate the rates and services of every public utility as herein defined.". The Utility desires to have constructed and installed, and the Developer desires to construct and install, the water distribution facilities and sewer pump station and sewer collection lines to serve the Properties subject to the terms and conditions of this Agreement; and

WHEREAS, Developer desires Utility to provide water and sewer service within the Property and Utility desires to provide water and sewer service according to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants as hereinafter set forth, the parties hereto agree as follows:

**SUBJECT MATTER**

Subject to the terms and conditions of this Agreement and the recitals hereinabove, the Developer agrees to sell and deliver to the Utility, and the Utility agrees to purchase and to take from the Developer at Closing:

1. All of the properties, assets, licenses and permits, and other rights of Developer of every kind and description, real, personal, mixed, tangible, and intangible, wherever situated, utilized in the operation of the Rosewood at Clemson Water and Sewer System in City of Clemson, Pickens County, South Carolina, and as listed on the attached Exhibit "A", which is incorporated herein by reference (the "Assets").
2. At Closing and upon receiving approval from the South Carolina Public Service Commission (PSC) and South Carolina Department of Health and Environmental Control (SCDHEC), the Utility shall assume and thereafter be responsible for the maintenance and operation of the water and sewer system.
3. Up until the Date of Closing, Developer shall be responsible for the operation of the water and sewer system.

**SECTION I**

**REPRESENTATIONS AND WARRANTIES OF DEVELOPER**

Developer represents and warrants that:

1. Developer is the owner of or is duly authorized to act on behalf of the owners of the Property; and,
2. Developer will convey to the Utility or otherwise vest in the Utility such right, title and interest in and to such real estate as may be reasonably necessary to permit the Utility to carry out the terms and conditions of this Agreement; and,
3. Developer will convey to Utility or provide by recorded subdivision plats such easements or rights of way as the Utility may reasonably require for the Utility's performance of its obligations under this Agreement. Any such plats, conveyances or licenses will be in form reasonably satisfactory to Utility's legal counsel.

## **SECTION II**

### **OBLIGATIONS AND CONSTRUCTION OF FACILITIES BY DEVELOPER**

1. **Facilities**

- A. Water Service: Developer shall construct and install all necessary water distribution facilities including but not limited to four inch mains, valves, service laterals, meter boxes, meters, and other facilities as are reasonably required to provide adequate water services to serve the Property, see Exhibit "D", Site and Utility Plan dated October 30, 2018 prepared by Arbor Engineering Revision 6, dated 6/11/2019. Water distribution mains will have a minimum diameter of four (4) inches, except where otherwise approved by Utility. Water meters shall be installed in accordance with the JACABB Utilities Standard Indoor and Outdoor Water Meter Installation Detail, Exhibit "B".
- B. Sanitary Sewerage (herein referred to as "sewer"): Developer shall construct and install all necessary sewer facilities including but not limited to pump station, force mains, gravity sewer lines and manholes and other facilities as reasonably required to provide adequate sewer services to serve the Property, see Exhibit "E", Rosewood at Clemson Sewer Plan prepared by Goldie Associates, Inc. dated June 12, 2019, Page 1 of 5.

The water and sewer systems herein referred to as the "Facilities".

2. All materials used by the Developer for said Facilities shall be new, first-class, and suitable for the uses made thereof. Developer guarantees all construction, materials, workmanship, and the trouble-free operation of the Facilities (or any portion of the Facilities) for one year after the Facilities (or such portion of the Facilities) are placed in service.
3. All Facilities constructed and installed by Developer pursuant to this Section II shall be constructed and installed without cost or expense to Utility.
4. Developer shall save and hold Utility harmless from and against all suits or claims that may be based upon any injury to any person or property that may occur in the course of the performance of the construction of the Facilities by Developer or by anyone acting on Developer's behalf, or under Developer's supervision and

control, including but not limited to claims made by employees of Developer, and Developer shall, at its own cost and expense, pay all costs and other expenses arising therefrom, or incurred in connection therewith, including reasonable attorneys' fees.

5. All of the Facilities installed by Developer pursuant to this Agreement shall become the property of Utility as installed; water system includes service lines up to and including the water meters and sewer system includes force main, pump station, manholes and sewer collection lines up to the sewer main/manhole for each building. The Utility does not own the service lines from the buildings to the main sewer line and/or manhole.
6. Developer shall execute all conveyances, licenses and other documents reasonably requested by Utility as necessary or desirable in its opinion to ensure its ownership of, ready access to, and operation and maintenance of the Facilities. Developer shall furnish Utility with lien waivers in a form reasonably satisfactory to Utility's counsel from Developer and from all suppliers, subcontractors and all others who furnish labor, equipment, materials, rentals, or who perform any services in connection with Facilities construction herein. Developer agrees to provide to Utility documentary evidence, in form satisfactory to Utility, sufficient to establish the original cost of the Facilities. Utility shall have, at all times, all right, title, and interest in and to the Facilities.
7. Developer shall, prior to the transfer to Utility of the Facilities, grant permanent, assignable easements satisfactory to Utility, authorizing Utility to own, operate and maintain the Facilities throughout the Property and providing reasonably adequate rights of access and working space for such purposes.
8. Developer shall, upon transfer to Utility of the Facilities, provide to Utility as-built drawings, and all other information reasonably required to operate, maintain, and repair the Facilities.
9. Developer shall not have the right to connect individual lot service connections to the Facilities until such time as the Facilities have been formally accepted by the Utility, written approvals have been received from all governmental bodies and

regulatory agencies which may have jurisdiction thereover, and all applicable connection fees have been paid.

10. All connections must be inspected by the Utility prior to backfilling and covering of any pipes. Written notice to the Utility requesting an inspection of a connection shall be made at least forty-eight (48) hours in advance of the inspection, excluding weekends and official Utility holidays.
11. Should the Developer fail to comply with the foregoing provisions, Utility may refuse service to a connection until such time as the appropriate items have been completed.

**SECTION THREE**  
**DEVELOPER'S REPRESENTATIONS AND WARRANTIES**

Developer represent and warrant to, and agree with, Utility as follows:

1. Developer is a corporation duly organized, validly existing, and in good standing under the laws of North Carolina, with full corporate power and authority to own the property and to conduct the business that they presently conduct.
2. Developer warrants and represents that the Assets to be transferred are debt free and that, as of Closing, there shall be no liens, encumbrances, or claims of any kind against said Assets to be transferred, and that there are no other parties claiming an interest in said Assets.
3. Developer has not employed any broker or agent with respect to the sale and purchase contemplated in this Agreement, nor taken any other action, nor will Developer take any such action, that would cause the Utility to become liable for the payment of any finder's fee, broker's fee, or commission.
4. As of the Closing, Developer should hold all licenses and permits necessary or appropriate for the operation of the Property, and the licenses and permits shall be current and in good standing.
5. The consummation of this Agreement does not violate any Agreement to which the Developer are subject.
6. Developer acknowledges that Utility's obligation to provide utility service is expressly conditioned upon the parties' mutual understanding that Utility has no

obligation to install any additional water storage capacity and/or sewer capacity and/or treatment to serve the Property.

**SECTION FOUR**  
**UTILITY'S REPRESENTATIONS AND WARRANTIES**

Utility represents, warrants to, and agrees with Developer as follows:

1. Utility is a limited liability company duly organized, validly existing, and in good standing under the laws of South Carolina and has full power to carry on its business as now being conducted.
2. The execution of this Agreement and all documents provided for in this Agreement by Utility and its delivery to Developer have been duly authorized by Utility's members, and no further action is necessary on Utility's part to make this Agreement valid and binding on Utility in accordance with its terms.
3. It will be in a position financially to fulfill the terms of this Agreement as of the Date of Closing.
4. It will use its best efforts in the operation of the Facilities so as to meet all obligations required by this Agreement.
5. The Utility will assume the operation of the Facilities at Closing and upon receiving all regulatory approvals so as to meet all obligations required by this Agreement and those continuing after Closing.
6. Utility has not employed any broker or agent with respect to the sale and purchase contemplated by this Agreement, nor taken any other action, nor will Utility take any such action, that would cause Developer to become liable for the payment of any finder's fee, broker's fee, or commission.

**SECTION FIVE**  
**UTILITY SERVICE, FEES, RATES & CHARGES**

1. Upon installation of the Facilities and payment of fees, Utility agrees to supply all customers within the Property with adequate water and sewer service, and to operate maintain and repair all Facilities as indicated herein, after acceptance by Utility and issuance of operational approvals by all regulatory authorities.

2. Prior to the commencement of utility service, Developer is responsible for the payment of all deposits required by the City of Clemson when Facilities are transferred to Utility; as well as any federal and state income taxes under the Federal Tax Cuts and Job Act, specifically Section 13312(b) that will be charged to the Utility from the properties that is being contributed by the Developer to the Utility.
3. Developer, owner, and/or tenants are responsible for the payment to Utility of fees at the rate as in effect from time to time prior to the provision of utility service to any unit within the Property. Such fees, usage and all other incidental rates and charges shall be rendered by Utility in accordance with Utility's rate, rules and regulations as approved by the South Carolina Public Service Commission (the "Commission") from time to time and then in effect.

#### **SECTION SIX** **CONTINGENCIES**

This Agreement is made subject to the following contingencies:

1. This Agreement is specifically conditioned upon, and expressly subject to, the final approval of this sale prior to Closing by both the South Carolina Department of Health and Environmental Control (SCDHEC) and the South Carolina Public Service Commission (PSC). Within 60 days of the execution date of this Agreement, Utility will apply to the PSC for approval. All terms and conditions contained herein are subject to Utility receiving said approval from the PSC and SCDHEC.
2. The conveyance of the Assets free and clear of all liens and encumbrances.
3. Utility being able to obtain all permits and licenses necessary for the operation and maintenance of the Property.
4. All existing meters are functioning properly and sending the correct readings.
5. Utility must approve of any meter used and its installation. Badger meter M25/3/4/Plastic/HRE/USG/6D/5' is approved and preferred. See Exhibit C for meter information.

6. Facilities tested to ensure compliance and no water quality issues. Any and all issues to be resolved by the Developer prior to transfer to Utility.

**SECTION SEVEN**  
**SEWER SERVICE FOR EXISTING BUILDING NO. 100**

1. The Utility will not provide sewer service for existing Building #100, see Exhibit "D".
2. The sewer service for the Building No. 100 will be provided by the City of Clemson (the "City") and will be billed to the Utility on a monthly basis. The Developer desires the Utility to bill the individual homeowners and/or customers within the Building No. 100 their share of the sewer service. The portion to be billed to each homeowner and/or customer will be calculated from the bill from the City. The result shall be added to the homeowners and/or customers bill by a single line item for sewer services provided by the City.
3. The Utility will follow regulations for the discontinuance of water service to any homeowner and/or customer who fails to pay for water and/or sewer charges.
4. The Utility will not be responsible for the City's sewer services.
5. The Utility will charge \$4.50 monthly billing fee to each homeowner and/or customer in Building 100 for the purpose of calculating, collecting and processing of the sewer charges. The Developer agrees to the Utility calculating, collecting and processing the sewer portion of the City's sewer bill to each of the homeowner and/or customer in Building 100. The Developer also agrees to the \$4.50 monthly billing fee for each homeowner and/or customer in Building No 100.

**SECTION EIGHT**  
**CLOSING**

1. Closing Date. Closing will be held within one month after receiving the required approvals.
2. Closing. On the Closing Date, the following shall occur, subject to the satisfaction of the terms and conditions of this Agreement.
  - a. The Developer shall execute and deliver to the Utility an assignment of leases or rental agreements (if any) affecting the Assets.

- b. The Developer shall execute and deliver a Bill of Sale and/or a Warranty Deed transferring all the Assets of the Facilities to the Utility free and clear of all liens and encumbrances.
- c. The Developer shall transfer and convey to Utility right-of-way easements, access easements and such other easements as are necessary for the operation of the Facilities by Utility.
- d. The Developer shall deliver possession of and access to the Property and all of the Assets purchased by Utility at Closing.
- e. The Closing costs shall be paid by the parties as follows:
  - Developer: To pay its own attorney's fees.
  - Utility: To pay its own attorney's fees, any recording fees associated with the Closing and any other acquisition costs which it incurs.
- g. The Developer shall deliver to Utility at Closing all records pertaining to and necessary for the operation of the Facilities, all records pertaining to the Assets being purchased, and all other information on file regarding the Property.
- h. The Developer shall provide an assignment of the right to provide water and sewer service to all property owners of the Development.

**SECTION NINE**  
**WATER USER'S AGREEMENT**

- 1. Utility shall own the water service lines up to and including the water meters located in the utility closets within the units of the residential Buildings 100 and 200 (i.e., apartments) in the Development. The Developer shall, however, be responsible to maintain, at its own expense, said service lines from the Utility's water main up to the meters within all of the said residential building units and the Developer shall be responsible for all repairs to said service lines. The Developer agrees to notify the Utility of all repairs and maintenance within twenty-four (24) hours of the work performed and agrees to allow Utility to inspect all work done.
- 2. It is further agreed that Utility shall have the right, upon reasonable notice, to inspect, maintain, test, repair and replace the meters in any of the residential building units.

3. The Utility shall in no event be responsible for maintaining the service lines to the meters, or any other lines owned or maintained by the Developer, and the Utility shall not be responsible for defects in the service lines or other lines or fixtures located within each apartment, nor for damages by water escaping therefrom.
4. The Developer agrees to maintain the water service lines within all the building units in good condition at all times at the expense of the Developer.
5. The Developer shall agree to indemnify and hold the Utility harmless from any loss or damage to any person, owner, renter, or entity that may directly or indirectly be occasioned by use or maintenance of the service lines, meters, and/or connection to the Property's water main, including leaks. This indemnity and hold harmless include the payment of Utilities attorney's fees and costs.
6. Owners and/or water users in the Development shall apply for water service and agree to the terms of the "Application for Water Service and Water User's Agreement", Exhibit "F".

#### **SECTION TEN**

##### **EXHIBITS INCORPORATED BY REFERENCE**

All exhibits referred to in this Agreement are incorporated herein by reference for all purposes.

#### **SECTION ELEVEN** **ADDITIONAL DOCUMENTS**

The parties agree to execute all documents as may be necessary to carry out the intent and provisions of this Agreement.

#### **SECTION TWELVE** **GENERAL**

1. No connections are to be made to the Property unless approved by Utility.
2. As necessity may arise in case of a break in a water main, pipe, or other conduit, or in case of an emergency or for other unavoidable cause, the Utility may temporarily cut off the water supply, without notice, in order to make necessary repairs, connections, or the like. In the event of discontinuance of water service, the Utility shall not be liable for any damages or inconvenience suffer by the Developer, or for any claim against it at any time for interruption in service,

lessening of the supply, inadequate pressure, or for causes reasonably beyond the Utility's control.

3. The Developer agrees to purchase from the Utility, and the Utility agrees to sell and deliver to the Developer, water service required for the Property in accordance with the rates and charges applicable to such service, as legally established, and on file with the PSC and in accordance with the rules and regulations of the PSC.
4. Utility shall own and maintain the water lines that are used for the distribution of water from the City of Clemson's master meter to the individual water meters for the units as shown on the utility plan drawing in Exhibit "D".
5. Utility shall own the 8" sewer mains, manholes, pump station, force main as shown on the sewer plan drawing in Exhibit "E".
6. From and after the Closing, Utility warrants and agrees that it shall provide all owners within the Development with good, adequate and customary water and sewer utility service at reasonable rates, such rates to have been approved by the PSC. Utility further warrants and represents that it shall operate, maintain and repair the Property promptly and in a good and workmanlike manner and in such a manner as to not impair its ability to fulfill its obligation to provide good, adequate and customary water and sewer utility service to the Development.

**SECTION THIRTEEN**  
**MISCELLANEOUS**

1. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.
2. In the event of the bringing of any action or suit by a party hereto against another party by reason of any breach of any of the covenants, agreements, or provisions on the part of any party arising out of this Agreement, then, in that event, the prevailing party shall be entitled to have and to recover of and from the other

party all costs and expenses of the action or suit, including reasonable attorney's fees and any other professional fees resulting therefrom.

3. The parties hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision hereof and that failure to perform timely any of the terms, conditions, obligations or provisions hereof by any party shall constitute a material breach thereof and a noncurable (but waivable) default under this Agreement by the parties so failing to perform.
4. The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of South Carolina. The parties expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of South Carolina.
5. The representations, warranties, rights, duties, agreements and obligations of the parties provided in this Agreement shall survive the Closing, and this Agreement shall specifically survive the Closing.
6. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
7. This Agreement can only be amended or supplemented by a written agreement signed by the parties hereto. It may not be orally modified or changed.
8. Notices, correspondence and invoicing required hereunder shall be given to Developer and to Utility at the following addresses, or at any other addresses designated in writing by either party subsequent to the date hereof:

If to Utility:

JACABB Utilities, LLC  
210 W. North Second Street  
Seneca, SC 29678  
ATTN: Steve Goldie  
Managing Owner

If to Developer:

Triangle Real Estate of Gastonia, Inc.

(Mailing)

P.O. Box 4158

Gastonia, NC 28054

(Physical)

165 S. York Street

Gastonia, NC 28052

ATTN: William Ratchford & Sean Graham

Delivery when made by registered or certified mail shall be deemed complete upon mailing. Delivery by overnight courier shall be deemed complete when delivered.

9. This Agreement may not be assigned by Developer without the written approval of Utility. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. This Agreement shall be governed by the laws of the State of South Carolina.

Witnesses as to Developer:

Tina R. Boone  
Print Name: Tina R. Boone

Jeff Ledford  
Print Name: Jeff Ledford

Triangle Real Estate of Gastonia, Inc.

BY: Herman E. Ratchford, Jr.

Printed Name: Herman E. Ratchford, Jr.

ITS: President

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Witnesses as to Utility:

Sheila Tinsley  
Print Name: Sheila Tinsley

Miranda Roper  
Print Name: Miranda Roper

JACABB Utilities, LLC

BY: Stephen R. Goldie

Printed Name: Stephen R. Goldie

ITS: Managing Owner

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EXHIBIT "A"

Assets and Easements

**EXHIBIT "A"**

I. List of Assets of the Properties Being Transferred

- Residential meters and distribution water mains and appurtenances from the City's Master Meters to the individual unit meters.
- Sewer pump station, force mains, gravity sewer lines, manholes and appurtenances.

II. Easements Being Transferred and Conveyed

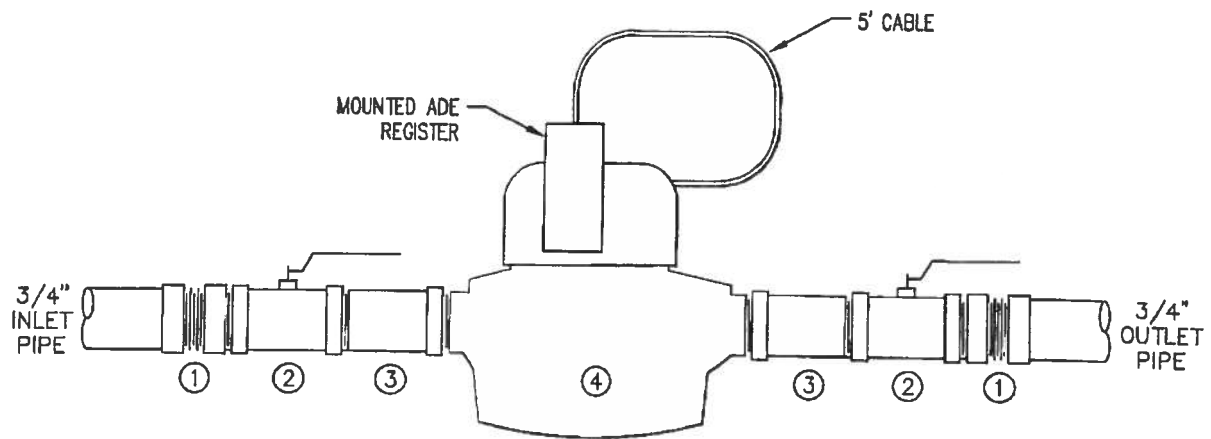
Easement from Developer to Utility along all roads and rights-of-way owned by the Developer in Rosewood at Clemson for ingress and egress to and from all the lots within the Development and for the purpose of having access to those components of the Property that are within said rights-of-way for purposes of upkeep, maintenance, repair and replacement.

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## EXHIBIT "B"

JACABB Utilities  
Standard Indoor and  
Outdoor Water Meter  
Installation Detail

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| PART DESIGNATION | PART DESCRIPTION   |
|------------------|--|
| 1                | 3/4" COMPRESSION FITTING   |
| 2                | 3/4" BRASS BALL VALVE  |
| 3                | 3/4" MUELLER LOW LEAD WATER METER COUPLING   |
| 4                | ITRON M25 5/8" X 3/4" PLASTIC DISC METER, ADE REGISTER, 6 DIAL (10 GAL) RESOLUTION, 5' ITRON CABLE WITH INLINE CONNECTOR, SITH 60W ERT, PLASTIC LID/SHROUD, ADE MOUNTED ON METER, SIDEWALK READ, BMI S/N ON HOUSING AND LID, AWWA STANDARD, TORX SCREW |

**Standard Indoor Water  
Meter Installation Detail  
for 3/4" Water Line**

NOT TO SCALE



I:\Jacobb UTILITIES\Water Details\JJ\_Indoor 3-4 Water Meter Detail.dwg

LAST REVISED: 7/24/15  
SHEET 1 OF 1

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EXHIBIT "C"

Badger Meter / HR/E  
High Resolution Encoder  
Product Data Sheet



## Badger Meter | HR | E High Resolution Encoder

### DESCRIPTION

**Applications:** The High Resolution Encoder (HR-E) is designed for use with all current Recordall® Disc, Turbo, Compound, Combo and Fire Series meters and assemblies. The HR-E provides connectivity with Badger Meter ORION® and GALAXY® AMR/AMI endpoints, BadgerTouch® modules and other AMR/AMI technology solutions approved by Badger Meter.

**Electronic Resolution:** Encoder output from the HR-E includes eight-dial resolution to AMR/AMI endpoints and the option of four, five, six, seven or eight-dial resolution for touch applications. Refer to tables on the next page for details.

**Mounting:** The HR-E in its shroud assembly uses a bayonet mount compatible with all Recordall Disc, Turbo, Compound and Fire Series meters and assemblies. The bayonet mount allows positioning of the register in any of four orientations for visual reading convenience. The HR-E can be removed from the meter without disrupting water service.

**Magnetic Drive:** A direct-drive, high-strength magnetic coupling, through the meter body to the wetted magnet, provides reliable and dependable register coupling.

**Local Indication:** The HR-E face features an eight-dial mechanical odometer wheel stack and a flow finder with a calibrated test circle.

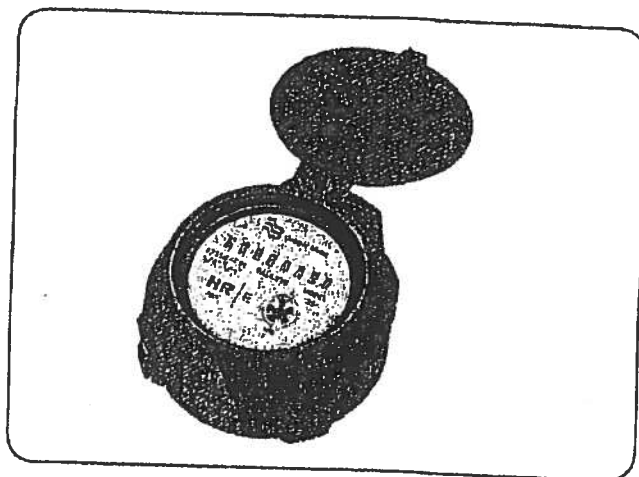
**Tamper-Resistant Features:** Unauthorized removal of the HR-E is inhibited by the option of a tamper detection seal wire screw, tamper-resistant TORX® seal screw, or the proprietary tamper-resistant keyed seal screw. Each can be installed at the meter site or at the factory.

**Construction:** The housing of the HR-E is constructed of a strengthened glass lens top and a corrosion-resistant metal bottom. Internal construction materials are thermoplastic for long life and high reliability. The encoder gearing is self-lubricating thermoplastic to minimize friction and provide long, reliable life. The shroud assembly is thermoplastic.

**Temperature:** The operating range of the HR-E is -40...140° F (-40...60° C). The water meter should not be subjected to temperatures below freezing.

**Sealing:** The HR-E encoder is permanently sealed to eliminate the intrusion of moisture, dirt or other contaminants. The HR-E achieves true water resistance due to the unique adhesive technology used to seal the glass dome to the corrosion-resistant metal bottom. Due to this sealing process, the HR-E exceeds all applicable requirements of AWWA Standard C707. With leak rates less than 10-6 cc/sec, as tested by a helium mass spectrometer, the HR-E is suitable for installation in all environments, including meter pits subject to continuous submergence.

**Wire Connections:** The HR-E is provided as either a factory-wired assembly to an AMR/AMI endpoint or touch pit module, or as an encoder with pre-sized wire harness available for connection in the field. Standardized wire lengths are 3, 10, 25 and 75 feet. An in-line connector is an optional feature that allows connectivity to an AMR/AMI endpoint without the need for a field splice kit.



A terminal screw version of the HR-E is also available. This version features a tamper-resistant cap over the three-wire terminals. The HR-E with terminal screws is designed for indoor installations in protected environments such as residential basements.

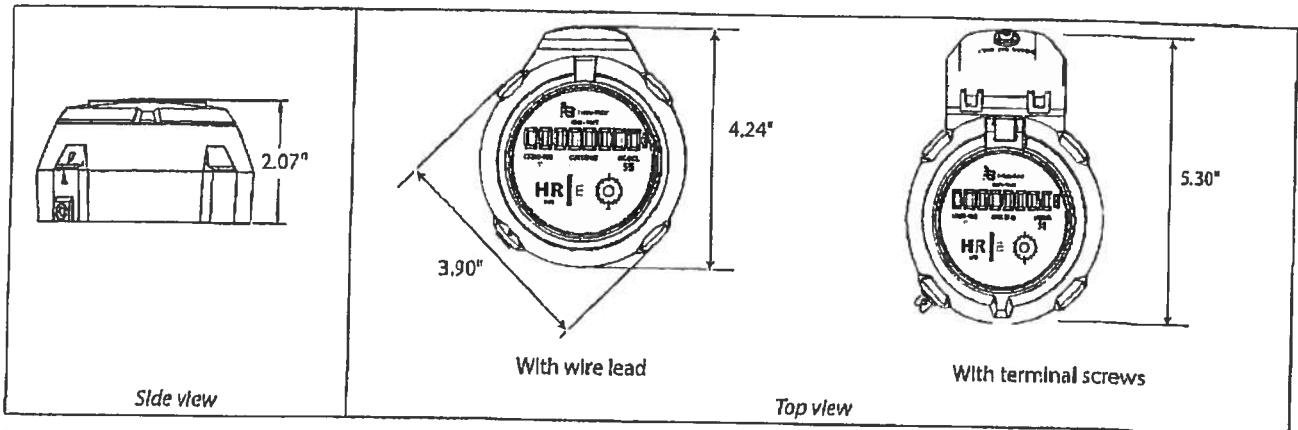
### SPECIFICATIONS

|                       |   |
|-----------------------|---|
| Encoder Type          | Straight reading, permanently sealed, magnetic drive  |
| Unit of Measure       | U.S. Gallons, Cubic Feet, Cubic Meters, clearly identified on encoder face  |
| Number Wheels         | Eight with 5/32 inch high numerals  |
| Test Circle           | 360° circle with ten major increments with ten divisions each   |
| Weight                | 10 ounces   |
| Humidity              | 0...100% condensing when equipped with potted lead wire, 0...95% non-condensing with screw-terminal wire connections            |
| Temperature           | -40...140° F (-40...60° C)  |
| Signal Output         | Industry Standard ASCII Format  |
| Visual Resolution     | 1/100th of Test Circle  |
| Electronic Resolution | 8-dial resolution for AMR/AMI; 4, 5, 6, 7 or 8-dial resolution for BadgerTouch  |
| Signal Type           | 3-wire synchronous for AMR/AMI solutions (red=clock/power, black=ground, green=data)<br>2-wire asynchronous for Touch solutions |
| Power Source          | External  |

**Electrical:** The electronic circuitry is designed to provide immunity to electrical surges and transients per IEC1000-4-2, IEC1000-4-4. Operation of the HR-E is dependent on the wire length limitations of connected AMR/AMI equipment.

**Operating Characteristics:** The reading obtained by an AMR/AMI device is sensed directly from the position of the encoder's odometer using internal LED light paths to determine the exact position of each number wheel. This technology eliminates electromechanical contacts that could wear out, and provides greater long-term performance.

## DIMENSIONAL DRAWINGS



## MEASUREMENT RESOLUTION

The minimum electronic resolution of the HR-E is as noted below (8-Dial Reading). To verify the correct resolution for your application, contact Badger Meter Customer Service.

| Recordall Disc Series | Size   | 8-Dial Resolution (gal) | 8-Dial Resolution (ft³) | 8-Dial Resolution (m³) |
|-----------------------|--------|-------------------------|-------------------------|------------------------|
| M25/MLP               | 5/8"   | 0.1                     | 0.01                    | 0.001                  |
| M25/MLP               | 3/4"   | 0.1                     | 0.01                    | 0.001                  |
| M35                   | 3/4"   | 0.1                     | 0.01                    | 0.001                  |
| M40                   | 1"     | 0.1                     | 0.01                    | 0.001                  |
| M55                   | 1"     | 0.1                     | 0.01                    | 0.001                  |
| M70                   | 1"     | 0.1                     | 0.01                    | 0.001                  |
| M120                  | 1-1/2" | 1                       | 0.1                     | 0.01                   |
| M170                  | 2"     | 1                       | 0.1                     | 0.01                   |

| Fire Service Series | 8-Dial Resolution (gal) | 8-Dial Resolution (ft³) | 8-Dial Resolution (m³) |
|---------------------|-------------------------|-------------------------|------------------------|
| 3"                  | 1                       | 0.1                     | 0.01                   |
| 4"                  | 1                       | 0.1                     | 0.01                   |
| 6"                  | 10                      | 1                       | 0.1                    |
| 8"                  | 10                      | 1                       | 0.1                    |
| 10"                 | 10                      | 1                       | 0.1                    |

| Recordall Turbo Series | Size   | 8-Dial Resolution (gal) | 8-Dial Resolution (ft³) | 8-Dial Resolution (m³) |
|------------------------|--------|-------------------------|-------------------------|------------------------|
| T160                   | 1-1/2" | 1                       | 0.1                     | 0.01                   |
| T200                   | 2"     | 1                       | 0.1                     | 0.01                   |
| T450                   | 3"     | 1                       | 0.1                     | 0.01                   |
| T1000                  | 4"     | 1                       | 0.1                     | 0.01                   |
| T2000                  | 6"     | 10                      | 1                       | 0.1                    |
| T3500                  | 8"     | 10                      | 1                       | 0.1                    |
| T5500                  | 10"    | 10                      | 1                       | 0.1                    |
| T6200                  | 12"    | 100                     | 10                      | 0.1                    |
| T6600                  | 16"    | 100                     | 10                      | 1                      |
| T10000                 | 20"    | 100                     | 100                     | 1                      |

| Recordall Compound Series | Size | 8-Dial Resolution (gal) | 8-Dial Resolution (ft³) | 8-Dial Resolution (m³) |
|---------------------------|------|-------------------------|-------------------------|------------------------|
| High Side T200            | 2"   | 1                       | 0.1                     | 0.01                   |
| Low Side M25              | 2"   | 0.1                     | 0.01                    | 0.001                  |
| High Side T450            | 3"   | 1                       | 0.1                     | 0.01                   |
| Low Side M25              | 3"   | 0.1                     | 0.01                    | 0.001                  |
| High Side T1000           | 4"   | 1                       | 0.1                     | 0.01                   |
| Low Side M35              | 4"   | 0.1                     | 0.01                    | 0.001                  |
| High Side T2000           | 6"   | 10                      | 1                       | 0.1                    |
| Low Side M35              | 6"   | 0.1                     | 0.01                    | 0.001                  |

Resolution stated as individual high and low readings.

## Making Water Visible\*

Making Water Visible, ADE, BadgerTouch, Recordall and RTR are registered trademarks of Badger Meter, Inc. Other trademarks appearing in this document are the property of their respective entities. Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists. © 2014 Badger Meter, Inc. All rights reserved.

[www.badgermeter.com](http://www.badgermeter.com)

The Americas | Badger Meter | 4545 West Brown Deer Rd | PO Box 245036 | Milwaukee, WI 53224-9536 | 800-876-3837 | 414-355-0400  
 Mexico | Badger Meter de las Americas, S.A. de C.V. | Pedro Luis Ogazón N°32 | Esq. Angelina N°24 | Colonia Guadalupe Inn | CP 01050 | México, DF | México | +52-55-5662-0882  
 Europe, Middle East and Africa | Badger Meter Europa GmbH | Nürtinger Str 76 | 72639 Neuffen | Germany | +49-7025-9208-0  
 Europe, Middle East Branch Office | Badger Meter Europa | PO Box 341144 | Dubai Silicon Oasis, Head Quarter Building, Wing C, Office #C209 | Dubai / UAE | +971-4-371 2503  
 Czech Republic | Badger Meter Czech Republic s.r.o. | Malákovská 2082/26 | 621 00 Brno, Czech Republic | +420-5-41420411  
 Slovakia | Badger Meter Slovakia s.r.o. | Raciarska 109/B | A31 02 Bratislava, Slovakia | +421-2-44 63 83 01  
 Asia Pacific | Badger Meter | 80 Marine Parade Rd | 21-06 Parkway Parade | Singapore 449269 | +65-63464836  
 China | Badger Meter | 7-1202 | 99 Hangzhong Road | Minhang District | Shanghai | China 201101 | +86-21-5763 5412

EXHIBIT "D"

Utility Plan Drawing by  
Arbor Engineering, Inc.

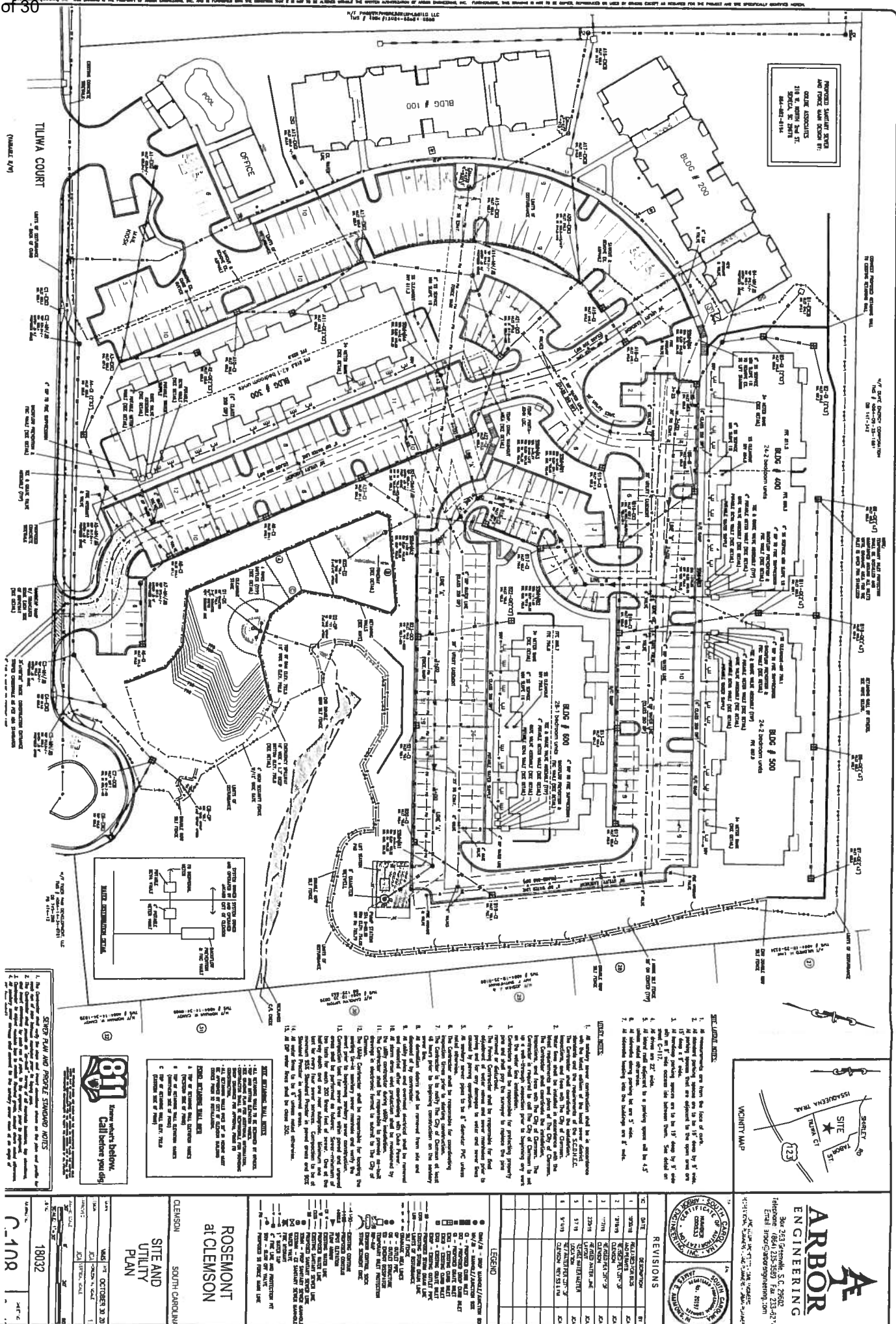
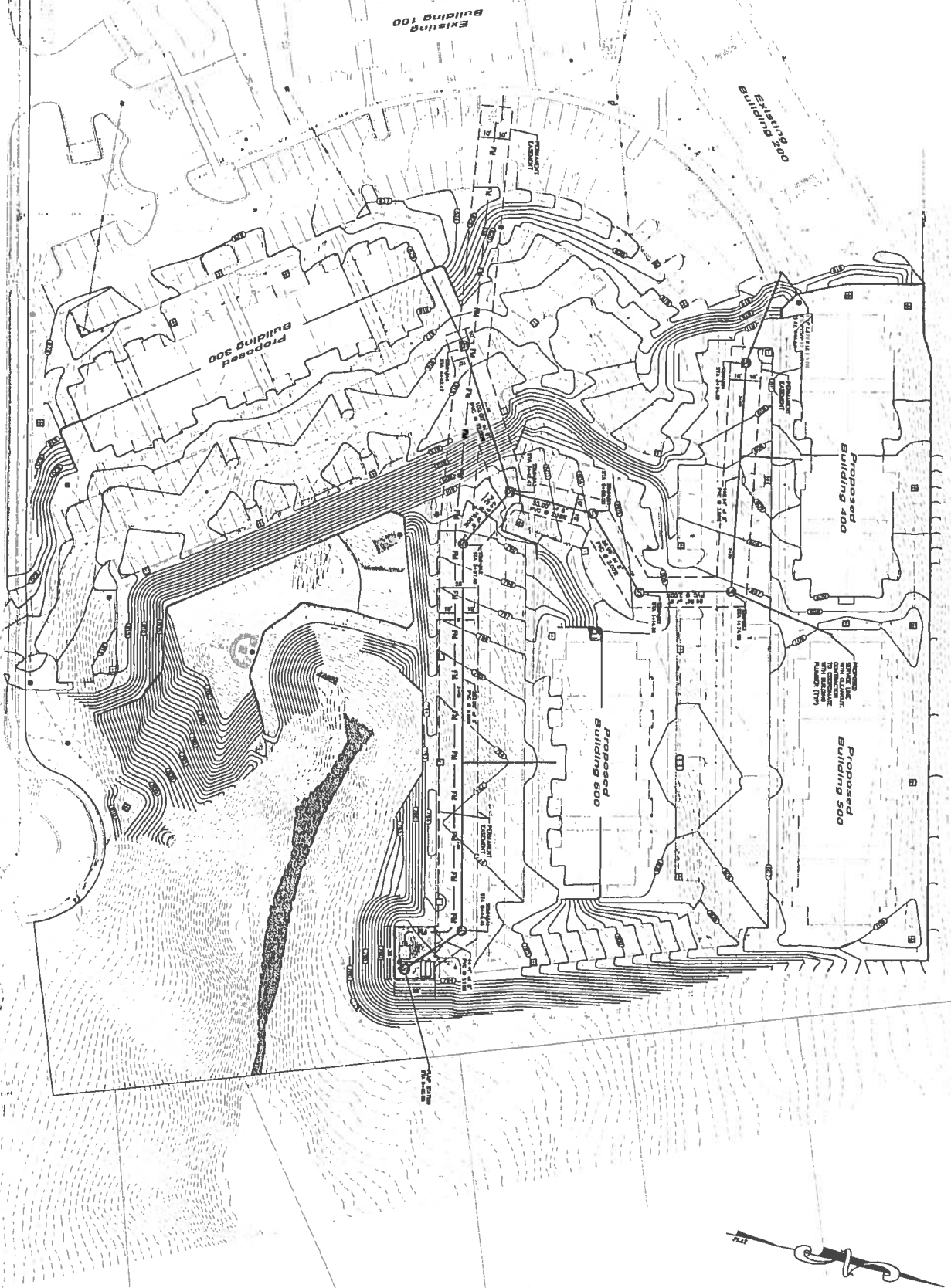


EXHIBIT "E"

Sewer Plan Drawing by  
Goldie Associates, Inc.



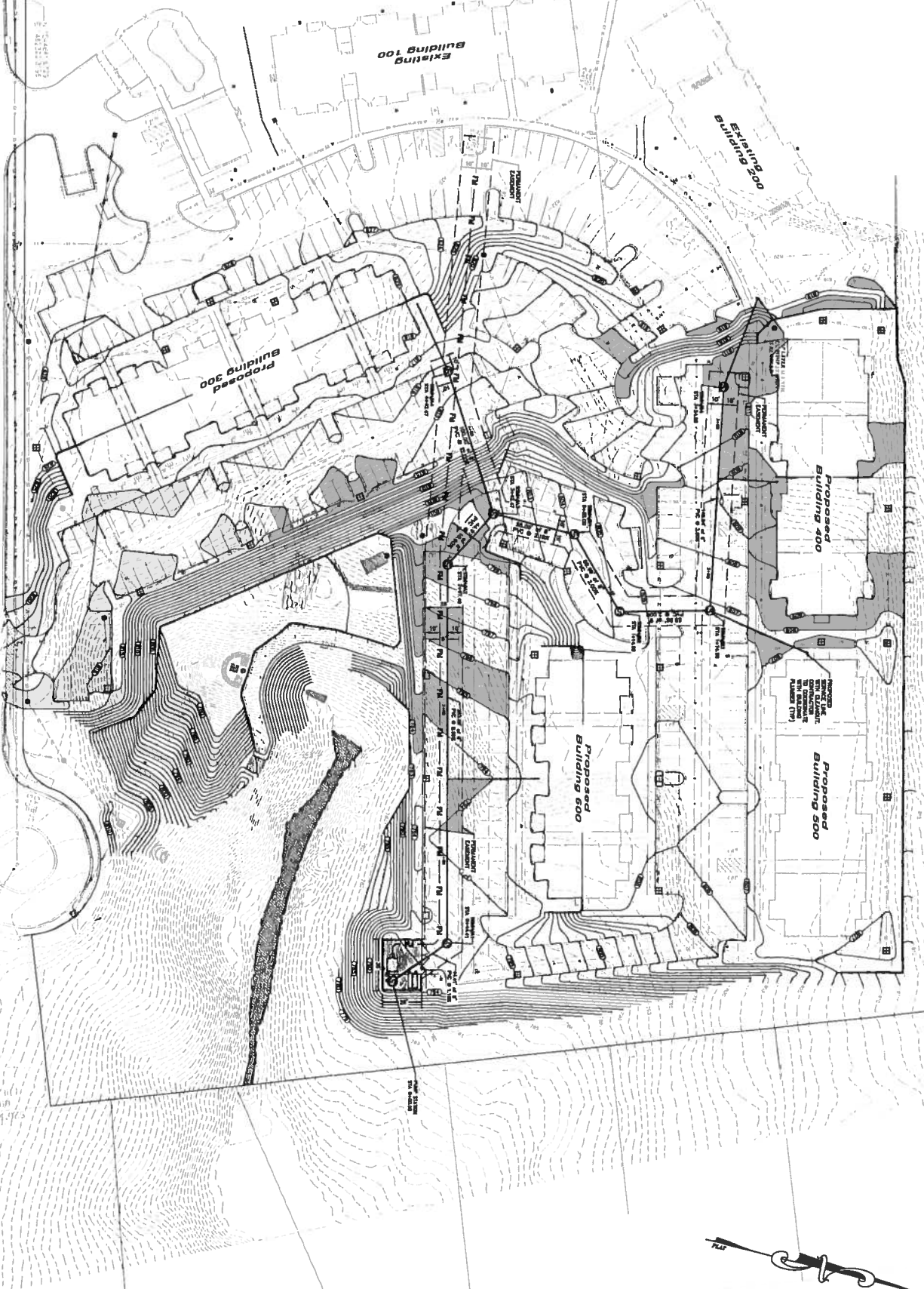
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## EXHIBIT "F"

Application for Water  
Service and Water User's  
Agreement



TILWA CT. (VARIABLE R/W)



SHEET NO. 1 OF 5  
FILE NO. 1316.65

CLIENT  
**Triangle Real Estate / Greenstone**  
PROJECT  
**Rosewood at Clemson**  
SHEET TITLE  
**Sewer Plan**

**GOLDIE ASSOCIATES**  
210 W. North Second Street  
Savannah, SC 29678  
Phone: (864) 882 8194  
Civil and Environmental Engineering  
Environmental Consulting  
Utility Operations  
Environmental Laboratory



|          |                     |
|----------|---------------------|
| DATE     | 11/27/19            |
| BY       | W. J. B. / W. J. B. |
| CHECKED  | W. J. B. / W. J. B. |
| APPROVED | W. J. B. / W. J. B. |

JACABB UTILITIES, LLC  
Application for Water Service and Water User's Agreement

TO: JACABB UTILITIES, LLC  
210 W. North Second Street  
Seneca, South Carolina 29678

The undersigned applicant, as owner of the condominium unit described and identified herein below, hereby requests to be supplied with water service for residential purposes, and the applicant/owner agrees to pay for such service and to the other terms and conditions set out herein below:

1.) The owner, owner's tenants, and other occupants agree to indemnify and hold JACABB Utilities, LLC ("Utility") harmless from any loss or damage that may directly or indirectly be occasioned by use or maintenance of the utility service line, meter, and/or connection to the Utility's water main.

2.) As necessity may arise in case of a break in a water main, pipe, or other conduit, or in case of an emergency or for other unavoidable cause, the Utility may temporarily cut off the water supply, without notice, in order to make necessary repairs, connections, or the like. In the event of discontinuance of water service, the Utility shall not be liable for any damages or inconvenience suffered by the owner, owner's tenants, or other occupants, or for any claim against it at any time for interruption in service, lessening of the supply,

inadequate pressure, or for causes reasonably beyond the Utility's control.

3.) The applicant/owner agrees to purchase from the Utility, and the Utility hereby agrees to sell and deliver to the applicant/owner, water service required for the applicant/owner's premises all in accordance with the rates and charges as legally established, and on file with the South Carolina Public Service Commission and in accordance with the rules and regulations of the South Carolina Public Service Commission.

4.) The applicant/owner/tenant agrees to pay, when due, all charges made by the Utility for water service provided to the property described herein, including any assessments levied or to be levied against the property described herein and any connection or reconnection charges that have not been previously paid.

5.) A late payment charge of one and one-half percent (1½%) shall be added to any unpaid balance not paid within twenty-five (25) days of the billing date.

Service Address: \_\_\_\_\_

Owner (Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_